



RFP No. CB10-RFP0004

Intranet Implementation

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(This Part will not be included in the contract document)

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SECTION A
SOLICITATION/CONTRACT FORM

[See SF-1449 attached to solicitation PDF file]

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL DESCRIPTION

The Congressional Budget Office (CBO) has a requirement for a contractor to develop an Intranet for the agency. The purpose of the implementation is to upgrade the existing Intranet's technology, navigation, and features.

The Contractor shall work with CBO to implement a fully functional Intranet using design information provided by CBO from a prior project, utilizing the content management system selected by CBO.

B.2 PRICE SCHEDULE

This is a labor-hour contract. The ceiling price of the contract is estimated not to exceed \$115,000 over the term of the contract.

The successful offeror's proposed hourly rates (see paragraph B.3) shall become fixed contract rates and used in combination with estimates of days/hours and other related cost factors to establish any adjustments to the ceiling price during the term of the contract. Offerors shall provide their estimated line item ceiling prices for the work required under this contract in the table below.

| Line Item No. | Description | Quantity | Unit | Total Price |
|----------------------|-------------------------|-----------------|-------------|--------------------|
| 001 | Intranet Implementation | 1 | JOB | |
| 002 | SharePoint Installation | 1 | JOB | |
| | Total | | | |

B.3 ITEMIZED COST LISTINGS

Furnish an itemized listing of the rate for each labor category that comprises the estimated lump sum costs of Line Items 001 and 002. Provide fully burdened rates (general and administrative, overhead, and profit) listing each discipline and the number of hours associated with that discipline. This information shall be submitted in an Excel spreadsheet format.

END OF SECTION B

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Implementation of the CBO Intranet

C.1 PURPOSE

The purpose of this contract is to develop a new Intranet for the Congressional Budget Office (CBO). The existing CBO Intranet was developed years ago and still uses Web 1.0 technology, navigation, and features. We have recently completed a major project to analyze and recommend a content management system based on CBO business processes and site publication requirements and to develop taxonomy, wireframes, and sliced designs to modernize the site. The Contractor shall work with CBO to implement a fully functional Intranet using the design information from the prior project utilizing the content management system selected by CBO.

C.2 BACKGROUND

The CBO Intranet houses all of the agency's internal support functions and hosts some general information from each of CBO's divisions. In addition, some divisions host information that is specific to employees in that group. The Intranet has been static since its initial development with almost no change in look, navigation, or function. CBO's Intranet is a custom-built platform running a JavaScript and ColdFusion 6.1 front end with a SQL Server/IIS back end. The platform mainly serves as a document management system, with most of the important information being uploaded as Word and/or PDF documents. The platform currently hooks into myriad other systems, including a custom-built ColdFusion-based supply store application, a COTS applicant-tracking system used for new hires and for intern hiring, a number of divisional SharePoint sites, and a host of Access-based applications. The new Intranet will continue to host these functions, and will also serve as a backbone for eventual build-out of document tracking, workflow, and project management.

C.3 CURRENT PROCESS FOR POSTING TO THE INTRANET

Due to decreasing functionality and ease-of-use, staff usage of the Intranet is limited. The most common uses reported are viewing the staff photo directory, downloading forms, and reserving conference rooms. CBO's library resources are also accessed from the Intranet, but many staffers report they use Google or the Library of Congress instead because CBO's current library site is not easy to use.

At present, some divisions have stopped posting items to the Intranet at all and are already using SharePoint on an ad hoc basis. Other divisions continue to use the CF-based Intranet. Much of the work of actual posting flows through a single staff member. Very few divisions or units keep track of all their items on the Intranet. When forms or documents are revised, the typical approach has been simply to upload the new version without removing older, outdated versions. As a result, the Intranet is a collection of current and outdated documents. The current arrangement also organizes material by division – and, in the case of the division responsible for CBO support functions – by unit. Because a particular function will sometimes cross unit – or even divisional – boundaries, CBO staffers often have no idea where to begin searching for the forms or information they need.

C.4 REQUIREMENTS

1. CBO's Intranet shall be built in Microsoft SharePoint 2010 and will run on an internally-hosted SQL Server/IIS back end.
2. Create new page templates for the Intranet using CBO-provided sliced designs, wireframes, site map and taxonomy.
3. Contractor shall move all of CBO's current Intranet functionality out of its current CF-based environment and into SharePoint.
4. Contractor shall port all current information (mostly attached documents and links) to SharePoint, eliminating older content that was revised but not deleted.
5. In conjunction with CBO, the Contractor shall reorganize the presentation of CBO support services into function-based rather than unit-based categories.
6. Contractor shall tie third-party applications (COTS applicant-tracking system, CF-based supply store, etc.) to the Intranet.
7. Implementation will create space where CBO employees can easily find and share information with colleagues across divisions.
8. Contractor shall build out a framework for integrating document tracking, workflow, and project-management capabilities into the Intranet.
9. Contractor shall assist divisions in developing content that allows for division-only and/or CBO-wide contribution and/or comment.

C.4.1 SHAREPOINT INSTALLATION

The Contractor shall install and configure a completely new instance of Microsoft SharePoint Server 2010 Enterprise Edition on a Windows Server 2008R2 x64 platform that will be provided by CBO. The virtual servers will be running in a VMware ESX environment and will be allocated 2 processors and 6GB of RAM. SQL Server services will be provided by a distinct hardware server running SQL 2008R2 x64, on instance(s) dedicated to SharePoint.

The number and configuration of the SharePoint Farm servers is to be determined by the Contractor during the planning stage of the contract. CBO expects appropriate sizing to be included into the design so that additional servers do not need to be brought into the farm for a period of 9 months after final acceptance of the project in total, assuming reasonable growth in data and usage as determined during the planning stage with input from CBO stake-holders.

Once SharePoint 2010 installation is complete and accepted, the Contractor shall migrate CBO's existing SharePoint 2007 Libraries to the new environment. These libraries include 2 sites with approximately 50 sub-sites defined with basic webparts as well as one site with extensive custom coding.

The cost for performing the tasks necessary to install and configure SharePoint in accordance with this paragraph shall be included in Line Item 002 in the Price Schedule in Section B.

C.5 FUTURE PLANS

CBO's Intranet will be expanded to include SharePoint's document management, workflow, and project management capabilities. While this capability will likely not be utilized in the initial implementation, the Contractor should design the system to easily allow it to be fully operational at some future point. This level of design is critical to avoid significant issues and required

rework when CBO extends the usage of the system. The agency realizes that additional programming may be necessary to implement this change, but the Contractor shall make every effort so that this programming is minimized.

C.6 TESTING

The Contractor shall provide support to the COTR during the user testing phase to ensure full functionality of the system.

C.7 DELIVERABLES

In addition to installing, testing and commissioning a fully functional Intranet, the Contractor shall deliver intermediate and final system products as directed by the COTR.

These products include but are not limited to:

1. Complete report of all content in the current Intranet database.
2. Documentation demonstrating that all content has been moved from the CF/SQL Server environment into SharePoint.
3. Complete systems analysis and program coding. Intermediate and final system must be tested in the CBO environment. Contractor must demonstrate that the system has the appropriate hooks for non-SharePoint internal systems and that moving between different internal platforms works seamlessly.
4. Detailed written and online documentation, including a FAQ and a user guide.
5. Deliveries or progress reports will occur no less than once per week.
6. Contractor shall provide at least one general training session on everyday use of the Content Management System and at least one training session specifically for CBO staff responsible for maintaining/managing the Content Management System.

C.8 LIMITATIONS AND CONSIDERATIONS

Any software not expressly developed by or for this project (third party and otherwise) must be reviewed and approved by the COTR prior to being loaded or stored on any CBO computer. This includes third party controls, publicly available software ("freeware"), or code developed for previous projects and retained by the Contractor for subsequent use. All software developed for CBO becomes the sole property of CBO upon acceptance of the product.

C.9 CONFIDENTIALITY

Data and software provided to the Contractor must remain confidential and must not be used for any other purpose than the development and completion of this project. Data, software, design and work products produced by the Contractor are the property of CBO. Contractor personnel working on the project will be required to sign a nondisclosure agreement. See clause CBO 25, Security for Confidential Information, in Section H.

C.10 GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION

CBO expects that the work on this project will be done off-site. There are limited on-site facilities available on a short-term basis when the system must be tested with other network functions. Access will be provided to the appropriate areas of our network. The Contractor will also be provided with access to relevant subject matter experts as needed and will receive access to the public site's CF and SQL Server files.

C.11 OTHER CONTRACTS

The government may undertake or award other contracts for additional work related to the agency's network or public web site. The Contractor shall fully cooperate with the other Contractors and with government employees and shall carefully adapt scheduling and performing the work under this SOW to accommodate the other work, heeding any direction that may be provided by the CO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or government employees.

C.12 LISTING OF ACRONYMS

| | |
|------|--|
| CBO | Congressional Budget Office |
| CF | ColdFusion |
| CMS | Content Management System |
| COTR | Contracting Officer's Technical Representative |
| COTS | Commercial Off-the-Shelf Software |
| IIS | Internet Information Services |
| PDF | Portable Document Format |
| SQL | Structured Query Language |

END OF SECTION C

SECTION D PACKAGING AND MARKING

D.1 IDENTIFICATION OF CONTRACT DELIVERABLES

Unless otherwise specified, all documents prepared and submitted by the Contractor to CBO under this contract shall include the following information on the cover page of each document:

- (a) Name and business address of the Contractor;
- (b) Contract number;
- (c) Point of Contact; and
- (d) Date of transmittal.

END OF SECTION D

SECTION E INSPECTION AND ACCEPTANCE

E.1 CBO 07 INSPECTION AND ACCEPTANCE (MAY 2003)

The Contractor shall only tender for acceptance those supplies or services that conform to the requirements of this contract. CBO reserves the right to inspect or test any supplies or services that have been tendered for acceptance. CBO may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. Payment for any supplies or services hereunder is without prejudice to any and all claims that CBO may have against the Contractor.

END OF SECTION E

SECTION F DELIVERIES OR PERFORMANCE

F.1 PERFORMANCE PERIOD (FEB 2007)

The performance period of this contract consists of the following time periods:

- (a) The development and implementation period will commence on the date of contract award. Delivery of the working online system shall occur by October 1, 2010.
- (b) User testing will be scheduled for October 1 through November 15.
- (c) Final system delivery and launch shall occur no later than December 15, 2010.

F.2 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 30 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 30 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

END OF SECTION F

SECTION G CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes to any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 2005)

CBO will provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual designated or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the Contractor's performance which would affect cost, scope or schedule.

G.3 POSTAWARD CONFERENCE (JULY 1993)

(a) Prior to the Contractor starting work, a postaward kick-off meeting will be convened by CBO. The Contractor's Project Manager shall attend the meeting. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at the Ford House Office Building in Washington, D.C.

(c) CBO and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the meeting in its offer.

END OF SECTION G

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 SPECIAL INSPECTION PROCEDURES (JAN 2007)

All persons entering the Ford House Office Building shall gain access to the building by passing through magnetometer screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

H.2 CBO 25 SECURITY FOR CONFIDENTIAL INFORMATION (APRIL 2009)

(a) All CBO information must be appropriately protected by the Contractor. The Contractor acknowledges that, during the course of this contract, the Contractor may become acquainted with and have access to certain confidential information owned or licensed by CBO or used by CBO in the conduct of its business, which may include, but is not limited to: IT security measures; personnel data; trade secrets, commercial and financial information, and other proprietary business data; and personal information, including financial and medical records.

(b) Contractor who is maintaining CBO confidential information on the Contractor's computer system shall secure that information against loss (whether destruction or theft) and unauthorized access, use, modification, or disclosure. Unless measures are specified elsewhere in this contract, the Contractor shall use the same degree of care, but no less than a reasonable degree of care, as the Contractor uses to protect its own confidential information of a like nature to prevent loss, and unauthorized access, use, modification, or disclosure.

(c) The Contractor shall safeguard the security and confidentiality of all confidential information owned or licensed by CBO or used by CBO in the conduct of its business. The Contractor shall comply with all CBO security requirements and protocols and agrees not to disclose, directly or indirectly, any confidential information or to use it in any manner, during the term of this contract or thereafter, except for authorized purposes under this contract. Contractor employees, representatives or agents working on or with CBO systems, whether on- or off-site, will be required to execute individual non-disclosure agreements consistent with this clause. (See Attachment 1 at Section J.)

(d) These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

H.3 INCORPORATION OF CONTRACTOR'S PROPOSAL

The Contractor's technical and cost proposal will be incorporated as an attachment and made a part of this contract at the time of award. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

The Contractor shall perform all services as specified under this contract and set forth in the Contractor's proposal.

END OF SECTION H

SECTION I CONTRACT CLAUSES

I.1 CBO 01 TERMS AND CONDITIONS LIMITED (MAY 2003)

This contract expressly limits acceptance to terms and conditions stated herein. Any additional or different terms and conditions proposed by the Contractor are rejected unless expressly agreed to by the Congressional Budget Office (CBO) in writing. If the Contractor commences shipment or performance pursuant to this contract, then the Contractor shall be deemed to have agreed to and accepted this contract in its entirety, including its terms and conditions as set forth herein.

I.2 CBO 29 PAYMENTS UNDER LABOR-HOUR CONTRACTS (JAN 2010)

The government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or Contracting Officer's Technical Representative (COTR):

(a) *Hourly rate.*

- (1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—
 - (i) Performed by the Contractor;
 - (ii) Performed by the subcontractors; or
 - (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.
- (2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.
- (3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.
- (5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or COTR. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by—
 - (i) Individual daily job timekeeping records;
 - (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

- (iii) Other substantiation approved by the Contracting Officer.
- (6) Promptly after receipt of each substantiated voucher, the government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or COTR.
- (7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.
- (8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Total cost.* It is estimated that the total cost to the government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. **If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation.** If at any time during performing this contract, the government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(c) *Ceiling price.* The government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased

and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(d) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (d) and (e) of this clause), the government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(e) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(f) *Interim payments.* For interim payments made prior to the final payment under this contract, the payment due date will be the 30th day after CBO's Office of Financial Management has received a proper voucher from the Contractor. However, if that Office fails to annotate the voucher with the actual date of receipt at the time of receipt, the payment due date will be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

I.3 CBO 05 INVOICE (OCT 2005)

(a) Unless this contract does not require submission of an invoice for payment, the Contractor's invoices must be submitted before payment can be made. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the Office of Financial Management by *one* of the following methods:

| Option 1 | Option 2 | Option 3 |
|--|---|--|
| <i>E-mail invoices to:</i> invoices@cbo.gov | <i>Fax invoices to:</i> (202) 226-3879 | <i>Mail/deliver invoices to:</i> Office of Financial Management Congressional Budget Office 2 nd and D Streets SW Washington, DC 20515 Tel: (202) 226-2609 |

NOTICE: Mailing invoices to CBO's street address in lieu of electronic submission may delay payment. Due to the special mail handling procedures currently in effect, it can take up to 2 weeks for CBO to receive invoices through the mail. Electronic submission is the preferred invoice submission method.

(b) A proper invoice must include the items below. If the invoice does not comply with these requirements, the Contractor shall be notified of the defect within seven (7) days after receipt of the invoice by CBO's Office of Financial Management.

- (1) Name and address of the Contractor;
- (2) Invoice number and date;
- (3) The Contractor's Tax Identification Number;
- (4) Purchase Order or contract number or other authorization for supplies delivered or services performed;
- (5) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services rendered;
- (6) Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- (7) Any other information or documentation required by the contract.

If the contract is for a subscription, the invoice must also include the following items:

- (8) The starting and ending dates of the subscription delivery; and
- (9) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

I.4 CBO 06 METHOD OF PAYMENT (APRIL 2005)

(a) All payments by CBO under this contract shall be made by electronic funds transfer (EFT). CBO shall make payment to the Contractor using the EFT information –

- (1) provided by the Contractor on the CBO Vendor Survey form; or
- (2) obtained MANUALLY by CBO from the Central Contractor Registration (CCR) database.

(b) CBO need not make payment to the Contractor under this contract, and any invoice shall be deemed not to be a proper invoice for the purpose of the payment clause under this contract,

unless and until CBO has been provided or has been able to obtain the Contractor's correct EFT information under paragraph (a).

(c) The Contractor shall be responsible for notifying CBO when the Contractor's EFT information changes. The Contractor shall either:

- (1) provide a revised CBO Vendor Survey form; or
- (2) notify CBO Procurement Services that changes have been entered into the CCR (CBO DOES NOT MAINTAIN AN AUTOMATED LINK TO CCR).

(d) (1) If an incomplete or erroneous transfer occurs because CBO used the Contractor's correct EFT information inaccurately, CBO remains responsible for making a correct payment and recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of release of the EFT payment transaction instruction to the Federal Reserve System, then—

(a) if the funds are no longer under the control of the designated billing office, CBO is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(b) if the funds remain under the control of the designated billing office, CBO shall not make payment until the Contractor provides CBO with the notification required in paragraph (c) of this clause.

(e) CBO shall forward to the Contractor available payment information at the request of the Contractor. CBO does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to CBO.

I.5 CBO 08 ASSIGNMENT (MAY 2003)

(a) Neither this contract nor the obligation of the Contractor to perform shall be assigned or delegated by the Contractor without CBO's consent.

(b) The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency.

(c) If the Contractor assigns the proceeds of this contract, the Contractor shall require as a condition of any such assignment, that the assignee submit a completed Vendor Survey form and shall be paid by EFT in accordance with the terms of the Method of Payment clause of this contract. In all respects, the requirements of that clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the payment to be other than the Contractor, in the absence of a proper assignment of claims acceptable to CBO, is incorrect EFT information within the meaning of paragraph (b) of the Method of Payment clause.

I.6 CBO 09 CHANGES (MAY 2003)

(a) CBO may at any time, by written order, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed;
- (2) Time of performance;
- (3) Place of delivery or performance.

(4) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for CBO.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, CBO shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if CBO decides that the facts justify it, CBO may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I.7 CBO 10 RISK OF LOSS / TITLE (MAY 2003)

Unless specified elsewhere in this contract—

- (1) title to supplies furnished under this contract shall pass to CBO upon acceptance; and
- (2) risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until delivery of the supplies to CBO's place of business.

I.8 CBO 11 WARRANTIES (MAY 2003)

(a) The Contractor warrants free and clear title to all delivered products and further warrants that the products shall be free from defects in workmanship, material or design and shall conform either to the description and specifications in this contract or consistent with the sample of said product provided to CBO.

(b) The Contractor warrants that the products, in the form delivered to CBO, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of the Contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify CBO against such infringement liability based upon CBO's possession thereof without alteration.

(c) The goods and services provided shall be free from defects in materials and workmanship for a period of at least ninety (90) days after completion of performance (in the case of services) or after acceptance (in the case of goods or supplies) unless a longer warranty period is provided or is required by law. Should the Contractor's services or goods or supplies prove to be defective within the warranty period, the Contractor agrees to promptly replace or repair the goods or supplies or correct such services to CBO's satisfaction without cost to CBO.

(d) Unless this contract specifies otherwise, the Contractor represents that all goods, supplies, and other materials provided are new and are not of such age or so deteriorated as to impair their usefulness or safety.

(e) Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to CBO for consequential damages resulting from any defect or deficiencies in accepted items.

I.9 CBO 12 ENDORSEMENTS/NEWS RELEASES/ADVERTISING (MAY 2003)

The Contractor agrees not to refer to this contract or CBO, in advertising, promotional or any other materials, in such a manner as to state or imply that the products or services provided are

endorsed or preferred by CBO or are considered by CBO to be superior to other products or services. No news release, press conference, or advertisement pertaining to this contract will be distributed or broadcast without prior written approval by CBO.

I.10 CBO 13 OBLIGATIONS CONTINGENT ON FUTURE APPROPRIATION (MAY 2003)

Unless otherwise provided in this contract, CBO's obligation under this contract in any fiscal year beyond the fiscal years for which this contract is entered into is contingent on the availability of appropriated funds.

I.11 CBO 14 EXCUSABLE DELAYS (MAY 2003)

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, describing the matter in detail, shall remedy such occurrence expeditiously, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence. The Contracting Officer shall ascertain the facts and extent of the nonperformance. If the Contracting Officer determines that any nonperformance results from an occurrence beyond the reasonable control of the Contractor, the delivery schedule or performance period shall be revised, subject to the rights of CBO under the termination clauses of this contract.

I.12 CBO 15 WAIVER OF DEFAULT (MAY 2003)

Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default.

I.13 CBO 16 TERMINATION FOR CONVENIENCE (MAY 2003)

CBO reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor will be notified by the Contracting Officer, in writing, and shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of CBO have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

I.14 CBO 17 TERMINATION FOR DEFAULT (MAY 2003)

CBO may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide CBO, upon request, with adequate assurances of future performance. In the event of termination for cause, the Contractor will be notified by the Contracting Officer in writing. CBO shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to CBO for any and all rights and remedies provided by law. If it is determined that CBO improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

I.15 CBO 18 DISPUTES (APRIL 2008) ALTERNATE I (DEC 1991)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. No. 110-161, 121 Stat. 1844 (2008).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within 90 days of receipt of a Contracting Officer's decision, to the following authority:

Government Accountability Office Contract Appeals Board
441 G Street N.W., Room 7182
Washington DC 20548

Fax: (202) 512-9749
E-mail: CAB@gao.gov

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

I.16 CBO 19 COMPLIANCE WITH LAWS (MAY 2003)

The Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations applicable to its performance under this contract. The Contractor further agrees to hold CBO harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by the Contractor of goods or supplies or the furnishing of services that do not meet the requirements of any applicable laws or regulations. In addition, to the greatest extent practicable, all equipment and products delivered under this Contract shall be American-made.

I.17 CBO 20 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (MAY 2001)

(a) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

- (1) Recruitment, advertising, and job application procedures;
- (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (3) Rates of pay or any other form of compensation and changes in compensation;
- (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (5) Leaves of absence, sick leave, or any other leave;
- (6) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

- (7) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (8) Activities sponsored by the Contractor, including social or recreational programs; and
 - (9) Any other term, condition, or privilege of employment.
- (b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (c) The Contractor agrees to post employment notices stating—
- (1) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (2) The rights of applicants and employees.
- (d) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (e) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (f) If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

I.18 RIGHTS IN DATA—GENERAL (DEC 2007)

- (a) *Definitions.* As used in this clause—

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

- (1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

“Unlimited rights” means the rights of the government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting

Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the government. For computer software, the Contractor grants to the government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the government shall be treated as limited rights data and not restricted computer software.

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the government under this contract. If a subcontractor refuses to accept terms affording the government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the government

END OF SECTION I

SECTION J
LIST OF ATTACHMENTS

| Item No. | Attachment Name |
|-----------------|---|
| Attachment 1 | Non-Disclosure Agreement |
| Attachment 2 | Intranet Page Design Samples |
| Attachment 3 | Contractor's Proposal (to be incorporated at contract award) |

END OF SECTION J

CONGRESSIONAL BUDGET OFFICE
Non-Disclosure Agreement

Pursuant to Contract No. _____

I, _____, the undersigned,—

1. Acknowledge that, during my performance under contract with the Congressional Budget Office (CBO), I may have access to and there may be disclosed to me certain confidential information owned or licensed by CBO or used by CBO in the conduct of its business, including, but not limited to: IT security measures; personnel data; trade secrets, commercial and financial information, and other proprietary business data; and personal information, including financial and medical records.
2. Acknowledge that I am subject to the computer crime statute, 18 U.S.C. §1030, that imposes criminal penalties for unauthorized access to government computer systems (or access in excess of authority) and for disclosure, use, or modification of information contained on such systems.
3. Agree not to make or retain copies of confidential information, and agree not to disclose, directly or indirectly, any confidential information or to use it in any manner, during the term of this contract or thereafter, except for authorized purposes under the contract identified above.
4. Acknowledge that CBO may notify any third party or employer of the existence of this agreement and shall be entitled to full relief for any breach.
5. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

Signed this _____ day of _____, 20____.

Contractor Employee

Congressional Budget Office

Intranet Page Design Samples

Attachment 2 to RFP CB10-RFP0004 – Intranet Implementation

7/9/2010



Spotlight

CBO NOW OFFERING CHILDCARE BENEFIT

Sed ut perspiciatis unde omnis iste natus error sit voluptatem accusantium totam rem aperiam, eaque ipsa quae ab illo inventore veritatis et quasi architecto sunt explicabo. Nemo enim ipsam voluptatem quia voluptas sit aspernatur aut odit consequuntur magni dolores eos qui ratione voluptatem sequi nesciunt. [Read the full story](#)

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WELCOME,
NICK BITTLE

- » My Calendar
- » My Documents
- » My Links
- » Manage Profile

QUICKLINKS

- » A - Z Index
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- » Provide Feedback
- » ARTS
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- » Book a Conf. Room
- » CQ Schedules
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- » Find an Employee
- » Check Request Status

CUSTOMIZE

CBO IN THE NEWS

RECENT WORK

09/14/2009

» CBO Ranked Third Best Small Agency in Federal "Best Places to Work"

09/14/2009

» CBO Director Doug Elmendorf Speaks at IMF Conference

09/14/2009

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09/14/2009

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» View All News Stories

INSIDE CBO

09/14/2009

» CBO Ranked Third Best Small Agency in Federal "Best Places to Work"

09/10/2009

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09/03/2009

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» View All Inside CBO

WHAT'S HAPPENING?

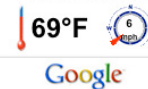
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» View All Events

WEATHER

Your Weather for:
Highland Springs, VA 23250
Richmond International Airport



TRAFFIC

Rte. 236



Google Goggles powered by Google

? NEW TO CBO?

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» Learn More



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» DIVISIONS

- » Office of the Director
- » Budget Analysis
- » Health & Human Resources
- » Macroeconomic Analysis
- » Management, Business & Information Services
- » Microeconomic Studies
- » National Security
- » Tax Analysis

» CBO LIFE

» RESOURCES FOR
YOUR JOB

» STAFF SUPPORT

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- » LIS
- » Find an Employee
- » Check Request Status

CUSTOMIZE

DIVISIONS



DIRECTOR
Doug Elmendorf

OFFICE OF THE DIRECTOR

» LATEST DIVISION STORY

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» View division staff



ASSISTANT DIRECTOR
Peter H. Fontaine

BUDGET ANALYSIS DIVISION (BAD)

» LATEST DIVISION STORY

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» View division staff



ASSISTANT DIRECTOR
Bruce Vavrichek

HEALTH & HUMAN RESOURCES

» LATEST DIVISION STORY

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» View division staff



My CBO

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- » My Calendar
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» DIVISIONS

» CBO LIFE

» WRITING & RESEARCH RESOURCES

- » Library
 - Search/Browse
 - About/FAQs
- » Editing & Review
- » Search Research & Cost Estimates

» STAFF SUPPORT

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- » Find an Employee
- » Check Request Status

CUSTOMIZE

WRITING & RESEARCH RESOURCES | LIBRARY

LIBRARY

NEW IN THE LIBRARY

- » **Online Journals Available**
10/30/2009 - CBO Library is providing access to Online Services to some of the Journals that have subscriptions to them.
- » **Comprehensive List of Online Services**
10/30/2009 - The CBO Library now offers 623 Online Services
- » **Science Direct**
10/30/2009 - We have increased access to online resources for our journals
- » Request a Book/Subscription

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» Library of Congress Catalog

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Dow Jones
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★★★★★
- » CQ
Times Publishing Co.
Politics
★★★★★
- » Title Lorem Ipsum Doloir
Author/Publisher
Topic Health Care
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- » View All

LIBRARY FAQs

- Q:** The CBO Library doesn't have thebook I want. How can I get it?
- A:** Call the Library of Congress, 202-707-5445.
- Rate this FAQ:** ★★★★★
- » More Library FAQs

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS (JUNE 2004)

The offeror represents that the following persons are authorized to negotiate on its behalf with the government in connection with this Request for Proposal:

| | |
|-------------------|--|
| Name: | |
| Title: | |
| Telephone: | |
| E-Mail: | |

K.2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541511 (Custom Computer Programming Services).
 - (2) The small business size standard is \$25.0 million.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (c)
- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (c)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference, except for paragraphs _____.
[Offeror to identify the applicable paragraphs at (d)(1) through (d)(6) of this provision that the offeror has completed for the purposes of this solicitation only, if any.
These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(d) Offerors shall complete the following representations for general statistical purposes only. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (d)(1) of this provision.]* The

offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

- (3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (d)(2) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (d)(1) of this provision.]* The offeror represents that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (d)(1) of this provision.]* The offeror represents that it [] is, [] is not a women-owned small business concern.
- (6) *Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (d)(1) of this provision.]* The offeror represents that it [] is a women-owned business concern.

K.3 CBO 46 TAXPAYER IDENTIFICATION (JULY 2007)

(a) Definitions.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraph (c) of this provision to facilitate verification of information obtained for clause CBO 06, Method of Payment.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

K.4 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 2010)

(a) The offeror shall enter in the space below its DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit

number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same concern.

(Insert number if registered with Dun & Bradstreet)

(b) If the offeror does not have a DUNS number, it may contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number—
 - (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

END OF SECTION K

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE OF FULL AND OPEN COMPETITION

This acquisition is being pursued as a full and open competition. No adjustments are offered based on socio-economic categories or business size. CBO is not required to set-aside its acquisitions, as it is a Legislative Branch agency. However, CBO encourages competition from small businesses and also encourages companies to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

L.2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUNE 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their sealed proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, CBO cannot accept sealed packages containing offers hand-carried directly to the Acquisitions Office address within the Ford House Office Building. The only acceptable methods by which offerors can deliver their responses to this solicitation shall be via Federal Express, United Parcel Service, electronic mail, or fax (see solicitation provision CBO 28, Electronic Mail and Facsimile Proposals).

(1) Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show —

- (i) The solicitation number;
- (ii) The time specified in the solicitation for receipt of offers;
- (iii) The name, address, and telephone number of the offeror;
- (iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (v) Terms of any express warranty;
- (vi) Price and any discount terms;
- (vii) "Remit to" address, if different than mailing address;
- (viii) A completed online copy of the representations and certifications at FAR 52.212-3 (or solicitation paragraph K.2 with those representations and certifications that the offeror notes differ from the online version);
- (ix) Acknowledgment of Solicitation Amendments;

- (x) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (xi) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated government office on the date that offers or revisions are due.

(2) Offerors may submit modifications to their proposals for any reason, such as in response to an amendment or to correct a mistake, at any time before the solicitation closing date and time.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the government installation designated for receipt of offers and was under the government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of government personnel.

(4) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of offers by the exact time specified in the solicitation, and urgent government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes electronic mail and facsimile offers, offers may be withdrawn via electronic mail or facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the provision at CBO 28, Electronic Mail and Facsimile Proposals. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(g) *Contract award (not applicable to Invitation for Bids).* The government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received. Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(h) *Multiple awards.* The government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Unbalanced pricing.* The government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the government.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.3 CBO 28 ELECTRONIC MAIL AND FACSIMILE PROPOSALS (FEB 2007)

(a) *Definitions.*

"Electronic Mail (email) proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the government via Internet electronic mail.

"Facsimile (fax) proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the government via facsimile machine.

(b) Offerors may submit email or facsimile proposals as responses to this solicitation. Email and facsimile proposals are subject to the same rules as paper proposals.

(c) (1) The email address for receiving proposals is: Acquisitions@cbo.gov.

(2) The telephone number of receiving facsimile equipment is: (202) 225-1484.

(d) Offers submitted by email may be in any of the following file formats:

(1) Adobe Acrobat PDF version 8 or later.

- (2) Microsoft Word 2003 or later.
- (3) Microsoft Excel 2003 or later.

(e) If any portion of an email or facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

- (1) The Contracting Officer shall notify the offeror immediately and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(f) The government reserves the right to make award solely on the email or facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror shall promptly submit the complete original signed proposal.

L.4 INTERPRETATIONS AND AMENDMENTS (JUNE 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding. Written requests shall be transmitted via e-mail to cayn.rotheim@cbo.gov or via fax to (202) 225-1484.

(b) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments to the solicitation which will be sent to all offerors on the same date, if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors, and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in their opinion, a definite bearing upon the proposals to be submitted.

L.5 TYPE OF CONTRACT (APR 1984)

The government contemplates award of a labor-hour contract resulting from this solicitation.

L.6 PROPOSAL COMPOSITION – SOURCE SELECTION PROCEDURES

(a) Proposals shall be submitted in two separate volumes or files:

(1) Part One shall be the Technical Proposal, the content and arrangement of which shall be as described in the Section L provision entitled “Instructions for Preparing the Technical Proposal,” and

(2) Part Two shall be the Price Proposal, which shall be prepared as set forth in the Section L provision entitled “Instructions for Preparing the Price Proposal.”

(b) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation or other requirements of submission with any other proposal submitted by the same offeror.

L.7 INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL

(a) The Technical Proposal shall effectively demonstrate a thorough understanding of the Statement of Work contained in Section C of this solicitation, and demonstrate the offeror's ability to meet the project requirements and provide the deliverables described in the work statement.

(b) Technical proposals should be practical, legible, clear, and coherent. General statements that the offeror can comply with the requirements will not, by themselves, be adequate. Failure to provide the technical information requested may be cause for rejection of the offer. To permit objective evaluation of the technical proposal, **NO COST OR PRICE INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL.**

(c) The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Congressional Budget Office.

- (1) The Technical Proposal shall be divided into three subsections, one for each factor. The offeror shall address each factor as noted below:

Factor 1 – Technical Approach. Describe the methodology and technical approach to the tasks outlined in the SOW.

Factor 2 – Relevant Experience and Qualifications of the Offeror's staff.

Provide résumés and other information specific to the primary personnel who would be performing the work under the contract. The offeror must demonstrate that these personnel have the qualifications related to this solicitation and extensive experience in performing similar or related work.

- (i) *Third Parties.* Identify any services in this solicitation that you would propose to subcontract to third parties, why you would subcontract the services, and what expertise the third party or affiliate would provide.

Factor 3 – Past Performance. Although the government reserves the right to use any source of information available on the offeror's past performance to either evaluate past performance or verify information provided by the offeror, the offeror shall provide information that demonstrates the offeror's past performance.

- (i) Submit past performance information for three (3) or more contracts successfully completed (or ongoing) within the previous 5 years for Intranet implementations, which are similar in magnitude to the effort described in this requirement. Please include contract numbers, points of contact with telephone numbers and other relevant information.

- (A) The government may use other references/information to verify past performance.
- (B) The offeror may provide awards, letters or other documentation as it relates to their Past Performance.
- (C) Corporate and government references are equally acceptable for past performance.

L.8 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL

(a) A lump sum price shall be entered by each offeror on the Schedule page for each line item which shall represent the estimated ceiling price for performing the scope of services required by this Request for Proposal. Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary.

(b) The Price Proposal shall be submitted with the required documents in the following order:

- (1) A completed copy of Standard Form 1449, "Solicitation/Contract/Order for Commercial Items" from Section A.
- (2) A fully completed "Price Schedule" at paragraph B.2 of Section B, with prices entered for all Schedule line items.
- (3) The Itemized Cost Listing required at paragraph B.3 in a spreadsheet file.
- (4) A completed copy of the provisions located at Section K.

(c) *Price Proposal Format.* All price or cost amounts proposed shall be expressed to no more than two decimal places.

L.9 PRE-PROPOSAL CONFERENCE

(a) A pre-proposal conference is scheduled for July 21, 2010 at 2:00pm-4:00pm at the Congressional Budget Office. All attendees should meet in Room 483 of the Ford House Office Building located at 2nd and D Streets, SW in Washington D.C. No other conferences will be held. Directions to CBO can be found at: <http://www.cbo.gov/contacts/directions.cfm>

(1) Limited street and garage parking are available nearby but are not provided by CBO. The use of public transportation is encouraged. The Metro station nearest to the FHOB is Federal Center SW. This station has only one exit, on the corner of 3rd and D Streets, SW, opposite the FHOB. The Federal Center SW station is on the Orange and Blue metrolines.

(b) *Requirements for Attendance.* We request that offerors who will be attending the conference RSVP in writing by close of business on July 20, 2010. Provide your company name and the number of people in your party to the following person by any one of the following ways:

Point of Contact: Caryn Rotheim, Chief Acquisition Officer
Fax No.: (202) 225-1484
E-mail Address: caryn.rotheim@cbo.gov

(c) Offerors are requested to submit comments or questions in advance, in writing, to the point of contact listed above.

(d) Attendance at the pre-proposal conference is not mandatory, but highly recommended. Offerors are urged to attend to ask questions and gain a better understanding of the requirements and any conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable, so they may provide a more comprehensive proposal. In no event shall failure to attend the conference constitute grounds for a claim after contract award.

END OF SECTION L

SECTION M EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATION CRITERIA – SOURCE SELECTION PROCEDURES

(a) The evaluation criteria to be used by the Contracting Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the Section L provisions entitled “Instructions for Preparing the Technical Proposal” and “Instructions for Preparing the Price Proposal.” The technical criteria are considered by CBO to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase.

(b) *TECHNICAL CRITERIA.* Each offeror’s proposal will be evaluated in accordance with the technical criteria listed below to determine the extent to which it addresses the requirements of the RFP. Technical criteria are listed below in descending order of importance. Subfactors (if applicable) are considered to be of equal importance within a factor.

Factor 1 – Technical Approach

Factor 2 – Relevant Experience and Qualifications of the Offeror’s Staff

Factor 3 – Past Performance of the Offeror

(1) **Factor 1 – Technical Approach:** This factor addresses the offeror’s technical approach to each of the tasks contained in the SOW. To ensure consistent evaluation, the offeror should both describe their approach for each task and explain how they have implemented their approach in (ideally) a similar technical environment.

(2) **Factor 2 – Relevant Experience and Qualifications of the Offeror’s Staff:** The offeror’s primary personnel’s qualifications and experience will be evaluated to determine the extent and relevancy of their experience with similar projects performed within the past five years.

(3) **Factor 3 – Past Performance:** The offeror’s relevant past performance will be evaluated to determine the extent of successful completion of similar projects within the past five years, taking into consideration timeliness and degree of customer satisfaction for each project. Higher scores will be given to offerors whose past performance has exhibited the most success on similar projects. In investigating the offeror’s past performance, the government will consider references submitted by the offeror and may consider information from other sources.

By PAST PERFORMANCE, the government means the offeror’s record of conforming to specifications and standards of good workmanship; the offeror’s adherence to contract schedules, including the administrative aspects of performance; the offeror’s reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror’s business-like concern for the interest of the customer.

(b) *PRICE CRITERIA.* Offers will be evaluated based on the total proposed price for all contract line items using the Schedule in Section B of the solicitation. Price will not be assigned an adjectival rating.

M.2 EVALUATION ADJECTIVAL RATINGS

This rating system identifies significant strengths, weaknesses, overall technical effectiveness and risks associated with each proposal. Each factor or subfactor is rated and is to be supported by narrative rationale.

- (a) *Outstanding*: Very comprehensive, in-depth, clear response. The offeror has demonstrated an approach that significantly exceeds stated requirements in a beneficial way. Consistently high quality performance can be expected.
- (b) *Excellent*: Extensive, detailed response to all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than high performance might be.
- (c) *Acceptable*: The offeror has demonstrated an approach that is considered to meet the stated requirements and demonstrated a good probability of success. There is an average risk that this offeror would fail to meet the quantity, quality, and schedule requirements of the solicitation. Weaknesses are not major.
- (d) *Neutral*: Applies only to the Past Performance factor. This rating is applied when no relevant past performance information is provided or available for an offeror or a provided reference.
- (e) *Marginal*: The offeror has demonstrated an approach that does not meet all the stated requirements. The response is considered marginal in terms of the basic contract and amount of information provided. There is a low probability of success. Although considered marginal because of deficiencies, they are susceptible to being made acceptable through discussions.
- (f) *Unacceptable*: The offeror has demonstrated an approach that significantly fails to meet the stated requirements. What was submitted lacks essential information or is conflicting and unproductive. There is no reasonable likelihood of success; deficiencies are so major or extensive that a major revision to the proposal would be necessary.

END OF SECTION M